



Andy P. <andyperrong@gmail.com>

Brief Call-For Settlement Purposes Only

20 messages

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>
To: "andyperrong@gmail.com" <andyperrong@gmail.com>

Tue, Apr 30, 2024 at 9:27 AM

Andrew,

My client would like to offer [REDACTED] to settle this matter.

Thanks,

Natalie

Natalie Sulimani, Esq.

Founder



Mobile: 212 863 9614 **Email:** natalie@sulimanilawfirm.com

Web: <https://sulimanilawfirm.com/> **Address:** 75 Maiden Lane, Ste 802, New York, NY 10038

Sulimani Law Firm, PA (NY Licensed Attorney #4078366)

Andy P. <andyperrong@gmail.com>
To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

Fri, May 3, 2024 at 7:38 AM

Plaintiff's counter is [REDACTED]. Hopeful we can get this resolved.

Andrew Perrong, Esq.

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>
To: "Andy P." <andyperrong@gmail.com>

Mon, May 6, 2024 at 11:21 AM

Andrew, as mentioned before, Brief Call is no longer in operation but he would like to put this behind him.

Please let me know if you will accept [REDACTED] as his full and final offer which is almost double the amount of three alleged violations.

Thanks,

Natalie

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>
To: "Andy P." <andyperrong@gmail.com>

Wed, May 8, 2024 at 1:19 PM

Following up with this since my answer is due on May 10th.

Thanks,

Natalie

[Quoted text hidden]

Andy P. <andyperrong@gmail.com>
To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

Wed, May 8, 2024 at 1:22 PM

Any possibility we could do [REDACTED]?
I can get an agreement to you today.

On Monday, May 6, 2024, natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com> wrote:
> Andrew, as mentioned before, Brief Call is no longer in operation but he would like to put this behind him.
>
>
>
> Please let me know if you will accept [REDACTED] as his full and final offer which is almost double the amount of three
alleged violations.
>
>
>
> Thanks,
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>
>
> Natalie
>
>
>
> From: Andy P. <andyperrong@gmail.com>
> Sent: Friday, May 3, 2024 7:39 AM
> To: natalie@sulimanilawfirm.com
> Subject: Re: Brief Call-For Settlement Purposes Only
>
>
>
> Plaintiff's counter is [REDACTED] Hopeful we can get this resolved.
>
>
>
> Andrew Perrong, Esq.
>
> On Tuesday, April 30, 2024, natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com> wrote:

EXHIBIT A

>
 > Andrew,
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 > My client would like to offer [REDACTED] to settle this matter.
 >
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 >
 > Thanks,
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 > Natalie
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 >
 >
 > </mail/u/0/s/?view=att&th=18f4e7e8b35410b4&attid=0.1&disp=emb&zw&atsh=1>
 >
 > Natalie Sulimani, Esq.
 >
 > Founder
 >
 > </mail/u/0/s/?view=att&th=18f4e7e8b35410b4&attid=0.2&disp=emb&zw&atsh=1></mail/u/0/s/?view=att&th=18f4e7e8b35410b4&attid=0.3&disp=emb&zw&atsh=1></mail/u/0/s/?view=att&th=18f4e7e8b35410b4&attid=0.4&disp=emb&zw&atsh=1>
 >
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 >
 > Mobile: 212.863.9614 Email: natalie@sulimanilawfirm.com
 >
 > </mail/u/0/s/?view=att&th=18f4e7e8b35410b4&attid=0.5&disp=emb&zw&atsh=1>
 [Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>
 To: "Andy P." <andyperrong@gmail.com>

Wed, May 8, 2024 at 1:37 PM

I will ask my client, maybe I can get him up to [REDACTED], would that work?

[Quoted text hidden]

Andy P. <andyperrong@gmail.com>
 To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

Wed, May 8, 2024 at 1:38 PM

If you can get up to [REDACTED] we have a deal.

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>
 To: "Andy P." <andyperrong@gmail.com>

Thu, May 9, 2024 at 3:24 PM

I could not get him to go up to [REDACTED] please let me know if you're willing to settle for [REDACTED]. That really is his upper limit and he's asking to pay over three months.

Thanks,
 Natalie

From: Andy P. <andyperrong@gmail.com>
Sent: Wednesday, May 8, 2024 1:38:24 PM
To: natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>

[Quoted text hidden]

[Quoted text hidden]

Andy P. <andyperrong@gmail.com>

Fri, May 10, 2024 at 10:44 AM

EXHIBIT A

To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

OK that's fine. We have an agreement in principle I will get you the proposed agreement later today.

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>

Fri, May 10, 2024 at 10:45 AM

To: "Andy P." <andyperrong@gmail.com>

Ok, then I will draft a joint letter to the court that we have a settlement in principle and are requesting to stay proceedings.

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>

Fri, May 10, 2024 at 11:17 AM

To: "Andy P." <andyperrong@gmail.com>

Please let me know if you consent to me filing this or make appropriate changes.

[Quoted text hidden]



BC - Letter to Judge.docx

18K

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>

Fri, May 10, 2024 at 2:18 PM

To: "Andy P." <andyperrong@gmail.com>

Andy,

Please let me know if I can file, I would like to get this to the court today since my filing is due today.

Thanks,

Natalie

From: natalie@sulimanilawfirm.com

Sent: Friday, May 10, 2024 11:17 AM

To: 'Andy P.' <andyperrong@gmail.com>

[Quoted text hidden]

[Quoted text hidden]



BC - Letter to Judge.docx

18K

Andy P. <andyperrong@gmail.com>

Fri, May 10, 2024 at 2:35 PM

To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

Approved.

On Fri, May 10, 2024 at 2:18 PM natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com> wrote:

Andy,

Please let me know if I can file, I would like to get this to the court today since my filing is due today.

Thanks,

Natalie

From: natalie@sulimanilawfirm.com
Sent: Friday, May 10, 2024 11:17 AM
To: 'Andy P.' <andyperrong@gmail.com>
Subject: RE: Brief Call-For Settlement Purposes Only

Please let me know if you consent to me filing this or make appropriate changes.

Thanks,

Natalie

From: Andy P. <andyperrong@gmail.com>
Sent: Friday, May 10, 2024 10:44 AM
To: natalie@sulimanilawfirm.com
Subject: Re: Brief Call-For Settlement Purposes Only

OK that's fine. We have an agreement in principle I will get you the proposed agreement later today.

On Thu, May 9, 2024 at 3:24 PM natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com> wrote:

[Quoted text hidden]

Andy P. <andyperrong@gmail.com>
To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

Tue, May 21, 2024 at 1:55 PM

Please see attached proposed agreement for your client's review and signature.

On Fri, May 10, 2024 at 2:35 PM Andy P. <andyperrong@gmail.com> wrote:

Approved.

[Quoted text hidden]

 **Brief Call Settlement.docx**
27K

EXHIBIT A**Andy P.** <andyperrong@gmail.com>

Thu, May 30, 2024 at 10:04 AM

To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

Ms. Sulimani,

What is the status here?

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>

Fri, May 31, 2024 at 11:18 AM

To: "Andy P." <andyperrong@gmail.com>

Sorry, was traveling this week and will review by Monday and discuss with my client.

Thanks,
Natalie

From: Andy P. <andyperrong@gmail.com>**Sent:** Tuesday, May 21, 2024 1:55:49 PM**To:** natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>**Subject:** Re: FW: Brief Call-For Settlement Purposes Only

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>

Thu, Jun 6, 2024 at 2:16 PM

To: "Andy P." <andyperrong@gmail.com>

Andy,

In light of recent decisions, my client feels that he will be able to move forward with this litigation successfully on the merits.

While he is still open to settle, with the recent decision, he feels that [REDACTED] is punitive.

We will be answering the case on Monday.

[Quoted text hidden]

Andy P. <andyperrong@gmail.com>

Thu, Jun 6, 2024 at 2:24 PM

To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

We had an agreement in principle to settle this matter and you are now threatening breach. We will notify the court accordingly and seek enforcement of the agreement.

[Quoted text hidden]

natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com>

Thu, Jun 6, 2024 at 2:30 PM

To: "Andy P." <andyperrong@gmail.com>

Since then the Soliman case came down which changes things. Case law is fluid and circumstances change.

[Quoted text hidden]

Andy P. <andyperrong@gmail.com>

Thu, Jun 6, 2024 at 3:05 PM

To: "natalie@sulimanilawfirm.com" <natalie@sulimanilawfirm.com>

Ms. Sulimani,

Your position is untenable for a few reasons:

First, we had a meeting of the minds and a valid contract formed: [REDACTED] over three months in exchange for a release of all claims. People enter into contracts all the time to guard against changed circumstances and provide certainty and finality. There is always the risk that adverse case law to either side will develop. That's not a valid basis for breaching a contract. All that was left was to sign the formal contract memorializing the meeting of the minds and for your client to make the payments thereunder. As a matter of black letter contract law, your client agreed to a contract and is obligated to perform. It's now evident that you intend to breach. If you do so, I will move to enforce and seek my fees and costs in bringing the motion and for further sanctions against you and your client as circumstances warrant.

Second, *Soliman*, which is now pending rehearing *en banc*, has nothing to do with the claims at issue here, since *Soliman* only had to do with ATDS systems, *not* prerecorded messages as alleged here. Accordingly, your entire basis for relying on it is questionable as an initial matter as it has little to do with the claims at issue here.

Third, *Soliman* came down the morning of May 10. That *same day*, you drafted a letter to the Court, which I approved, *confirming* that we had a settlement in principle. You *further* confirmed the existence of a contract on May 21 when I sent you the proposed agreement and pinged you back on May 31 that you were "travelling" and would review my draft agreement. You now seek to get out of our contract, despite multiple confirmations we had an agreement *after* that case was decided. This further demonstrates a demonstrable lack of good faith, in fact smacks of bad faith, and further demonstrates that any answer you file will be made in bad faith and for the purposes of harassment, subjecting you and your client to sanctions under Rule 11 and 28 U.S.C. § 1927 for unreasonably and vexatiously multiplying the proceedings.

I urge you to reconsider your position and confirm that your client will retract its threats of non-performance and will provide reasonable assurances of performance no later than noon eastern tomorrow. If not, I reserve all rights, including moving to enforce the agreement, for sanctions as indicated, and/or a separate suit for breach of contract in a court of appropriate jurisdiction.

Thank you kindly,
Andrew Perrong, Esq.

On Thu, Jun 6, 2024 at 2:31 PM natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com> wrote:

Since then the Soliman case came down which changes things. Case law is fluid and circumstances change.

Thanks,

Natalie

From: Andy P. <andyperrong@gmail.com>
Sent: Thursday, June 6, 2024 2:24 PM
To: natalie@sulimanilawfirm.com
Subject: Re: Brief Call-For Settlement Purposes Only

We had an agreement in principle to settle this matter and you are now threatening breach. We will notify the court accordingly and seek enforcement of the agreement.

On Thursday, June 6, 2024, natalie@sulimanilawfirm.com <natalie@sulimanilawfirm.com> wrote:

Andy,

EXHIBIT A

In light of recent decisions, my client feels that he will be able to move forward with this litigation successfully on the merits.

While he is still open to settle, with the recent decision, he feels that [REDACTED] is punitive.

We will be answering the case on Monday.

Thanks,

Natalie

From: Andy P. <andyperrong@gmail.com>
Sent: Tuesday, May 21, 2024 1:56 PM
To: natalie@sulimanilawfirm.com
Subject: Re: FW: Brief Call-For Settlement Purposes Only

Please see attached proposed agreement for your client's review and signature.

On Fri, May 10, 2024 at 2:35 PM Andy P. <andyperrong@gmail.com> wrote:

[Quoted text hidden]